

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF OKLAHOMA**

1. ROBERT RAYMOND,  
2. MONICA RAYMOND,

Plaintiffs,

v.

1. SAFECO INSURANCE COMPANY  
OF AMERICA, A Foreign For Profit  
Insurance Corporation,

Defendant.

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**COMPLAINT**

**A. Parties**

1. Plaintiffs, Robert Raymond and Monica Raymond, are residents of the State of Oklahoma.

2. Defendant, Safeco Insurance Company of America, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of New Hampshire.

3. The principal place of business for Defendant, Safeco Insurance Company of America, is Boston, Massachusetts.

4. The Defendant, Safeco Insurance Company of America, is licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

### **B. Jurisdiction**

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

### **C. Facts**

7. At all times material hereto the Plaintiffs, Robert Raymond and Monica Raymond, owned property located at 1605 Westmore Drive, Moore, Oklahoma.

8. On or about May 20, 2013, Plaintiffs' home was damaged as the result of a tornado.

9. At all times material hereto, the Plaintiffs, Robert Raymond and Monica Raymond, were insured under the terms and conditions of homeowners insurance policy, policy number OY6892342, issued by the Defendant, Safeco Insurance Company.

10. At all times material hereto, Plaintiffs, Robert Raymond and Monica Raymond, complied with the terms and conditions of their insurance policy.

11. Tornado damage is a covered peril not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant

### **D. Count I Breach of Contract**

12. Plaintiffs, Robert Raymond and Monica Raymond, hereby assert, allege

and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. OY6892342, issued by Defendant, Safeco Insurance Company, was in effect on May 20, 2013.

14. The acts and omissions of Defendant, Safeco Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant breached its contract with Plaintiffs by relying upon an unreasonable scope of work and failing to conduct a reasonable investigation of the Plaintiffs' claim. The Defendant's acts and omissions resulted in the Plaintiffs being paid less than what they are owed under their policy for the damages to their home.

15. The scope of work relied upon by the Defendant is unreasonable because it omits covered damages including structural damages to the interior and exterior of Plaintiffs' property. These damages include but are not limited to the separation of and damage to interior drywall and cracking of the Plaintiffs' exterior brick veneer.

16. The Defendant's failure to pay these covered damages is unreasonable and amounts to a breach of the insurance contract because the damages are the result of the May 20, 2013 tornado, a loss which is explicitly covered by the terms and conditions of the policy issued by Defendant.

#### **E. Count II Bad Faith**

17. Plaintiffs, Robert Raymond and Monica Raymond, hereby assert, allege

and incorporate paragraphs 1-16 herein.

18. The acts and omissions of the Defendant, Safeco Insurance Company, in the investigation, evaluation and payment of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

19. Defendant acted unreasonably and in bad faith by failing to consider evidence submitted by its insureds which shows that the Plaintiffs' property was damaged as a result of the tornado and was not damaged prior to the storm.

20. Defendant acted in bad faith by refusing to consider the condition of the Plaintiffs' property prior to the tornado.

21. The Defendant's conduct is unreasonable because by failing to consider the evidence submitted by the Plaintiffs of the home's pre-loss condition, the Defendant paid the Plaintiffs for a scope of damages inadequate to effectuate repairs and not commensurate with the extent of the damages which resulted from the storm, a peril which is covered under the terms and conditions of the insurance policy issued to the Plaintiffs by Defendant.

22. Further, Defendant Safeco acted unreasonably when it told Plaintiff that he could hire his own engineer to generate a scope of storm related damage but it would not matter because Safeco was going to go with the findings of its own engineer, regardless of the findings of Plaintiffs' engineer. Plaintiffs did hire an engineer to

inspect their property and generate a scope of storm related damage. The engineer hired by Plaintiffs generated a scope of damage more expansive than the scope of work advanced by the Defendant Safeco. Defendant Safeco unreasonably and in bad faith refused to consider the opinions of the engineer hired by the Plaintiffs and refused to re-inspect and/or jointly inspect the Plaintiffs' home with both engineers to try and resolve the differences between the two scopes of damage. Had Defendant Safeco been reasonable in the investigation, evaluation and adjustment of Plaintiffs' claim, it would have resulted in Plaintiffs being paid for additional covered damages to their home.

#### **F. Count III Punitive Damages**

23. Plaintiffs, Robert Raymond and Monica Raymond, hereby assert, allege and incorporate paragraphs 1-22 herein.

24. The unreasonable conduct of the Defendant, Safeco Insurance Company, in the handling of Plaintiffs' claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby sought.

#### **G. Demand for Jury Trial**

25. The Plaintiffs, Robert Raymond and Monica Raymond, hereby request that the matters set forth herein be determined by a jury of their peers.

#### **H. Prayer**

26. Having properly plead, Plaintiffs, Robert Raymond and Monica Raymond, hereby seek contractual, bad faith and punitive damages against the Defendant, Safeco Insurance Company, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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